



OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI

FRANCIS G. SLAY
MAYOR

CITY HALL - ROOM 200
1200 MARKET STREET
SAINT LOUIS, MISSOURI 63103-2877
(314) 622-3201
FAX: (314) 622-4061

Dear Rental Property Owner:

By investing in rental property, you have not only taken on a major financial responsibility, but an equally large neighborhood responsibility as well. The care of your property should reflect the standards and greater goals of the neighborhood in which you invest, and the City as a whole. Protecting rental property from decline, increasing property values and improving the quality of life are objectives for all neighborhoods in the City of St. Louis.

This property owner's packet is to be used as a tool to assist you in managing your rental property. Please review the packet and utilize its components. Of particular importance is the tenant screening process, lease, and rules of conduct for occupancy. This sample lease contains specific language addressing criminal activity and problem behavior. The more clearly your tenants understand what you require of them in terms of their tenancy, the more likely you are to have a mutually beneficial relationship.

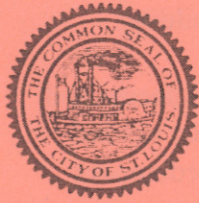
If you are not presently involved in your neighborhood or property owners' association, please consider joining and becoming active. These groups provide property owners a great resource for assistance in dealing with tenant and management issues. The meetings are also a great chance to network with other property owners and work together with various organizations and the Neighborhood Stabilization Team. If you are not familiar with the neighborhood or property owners' associations, your Neighborhood Stabilization Officer will be happy to assist you.

Your participation in making St. Louis a better place to live is crucial. We thank you for investing in our neighborhoods and helping to make St. Louis a better place to live. We couldn't do it without you!

For further information, please don't hesitate to contact the Neighborhood Stabilization Team at 314-657-1392.

Sincerely,

Francis G. Slay
Mayor, City of St. Louis

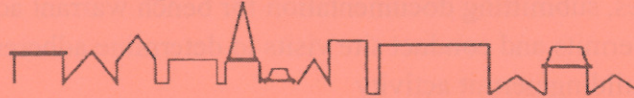


Francis G. Slay
Mayor

City of St. Louis

Department of Public Safety

Neighborhood Stabilization



1520 Market Street, Rm. 4000, St. Louis, MO 63103-2631



Charles Bryson
Director of Public Safety

Neighborhood Improvement Specialist (AKA: Neighborhood Stabilization Officer or NSO)

PURPOSE:

- The primary purpose of the Neighborhood Improvement Specialist (hereafter referred to as Neighborhood Stabilization Officer or NSO) is to report and solve problems and provide follow up on these with Aldermen, citizens, neighborhood groups, block units, police and City operating departments. The primary objective of the NSO is to utilize problem solving skills, in partnership with the aforementioned persons and groups, to aggressively and proactively solve physical and behavioral problems in his or her assigned territory and to work as part of the Neighborhood Stabilization Team to share proper problem solving tools and mechanisms with citizens.

DUTIES AND RESPONSIBILITIES:

- Solve problems discussed in block unit, neighborhood and ward meeting as well as reported through the Citizens' Service Bureau (CSB)
- Attend neighborhood meetings deemed necessary by the Director of Neighborhood Stabilization, Director of Public Safety and the Alderman of the assignment area
- Maintain a positive working relationship with the Alderman of the assigned area
- Personally survey the assigned area on a regular basis, focusing on overdue service requests, vacant buildings, loitering, litter, illegal dumping and zoning issues as well as specific service requests under the scope of NST influence
- Respond to Aldermanic and resident complaints made through CSB or as given directly to the NSO
- Monitor specifically identified block, neighborhood or ward problems and issues
- Keep track of all vacant buildings, send ordinance letters to owners and monitor for activity
- Report unsecured vacant buildings, as well as those with additional service needs
- Monitor and report all buildings condemned for occupancy
- Tag derelict vehicles on private property and in the right of way and submit access warrants for the judge to sign if private property vehicles require towing
- Issue litter violation warnings and follow up with citations when needed
- Monitor key predetermined sites for illegal dumping and trash in conjunction with Forestry and the Environmental Investigators
- Prepare weekly reports of activity (currently through the Cityworks system) to be shared with the NST Director and the Alderman in the assignment area

- Monitor hearing notices, such as those regarding the Board of Adjustment, Building Appeals and Conditional Use
- Monitor housing court dockets and research pedigree information using REJIS access and internet resources, submitting documentation for bench warrant activation when needed
- Monitor demo permits and conduct site visits to determine adherence to city ordinances
- Monitor daily building permit activity
- Share pertinent information with neighborhood groups and block units
- Participate in special projects as assigned
- Remove illegal signs in right of way per current NST procedure
- Post redevelopment hearing notices
- Recruit new block captains/contacts
- Recruit block party participants for the annual National Night Out
- Identify and introduce potential nuisance properties as part of the behavioral nuisance team, as found by personal observance, Aldermanic or citizen referral or through research of police calls for service, in cooperation with other members of the team
- Attend all monthly Crackdown meetings, property owner meetings and public hearings as part of the behavioral nuisance team
- Maintain and update the NST problem property database with all information that may be needed in the event of a public hearing, resolving expired and inactive cases on a regular monthly basis
- Monitor active Cease & Desist cases by reviewing the monthly nuisance monitoring agenda (this is produced by the NST)
- Post Cease & Desist letters, consent agreements and hearing notices as defined in the ordinance, taking photographs for NST records and inclusion in the problem properties database
- Prepare and submit needed documentation for all vacant, derelict buildings that qualify for the vacant building initiative, working in conjunction with the Problem Properties Division of the City Counselor's Office
- Prepare a weekly nuisance database report to be reviewed by the NST Director and the Alderman of the assignment area.



CITIZENS' SERVICE BUREAU
622-4800
STLOUIS.MISSOURI.ORG



By Phone – 622-4800

- One phone number for all your city service needs
- Give us the address, tell us the problem.
- We will give you a service request number and estimated completion date.
- Call us back, we'll let you know the outcome.

On the Internet – stlouis.missouri.org

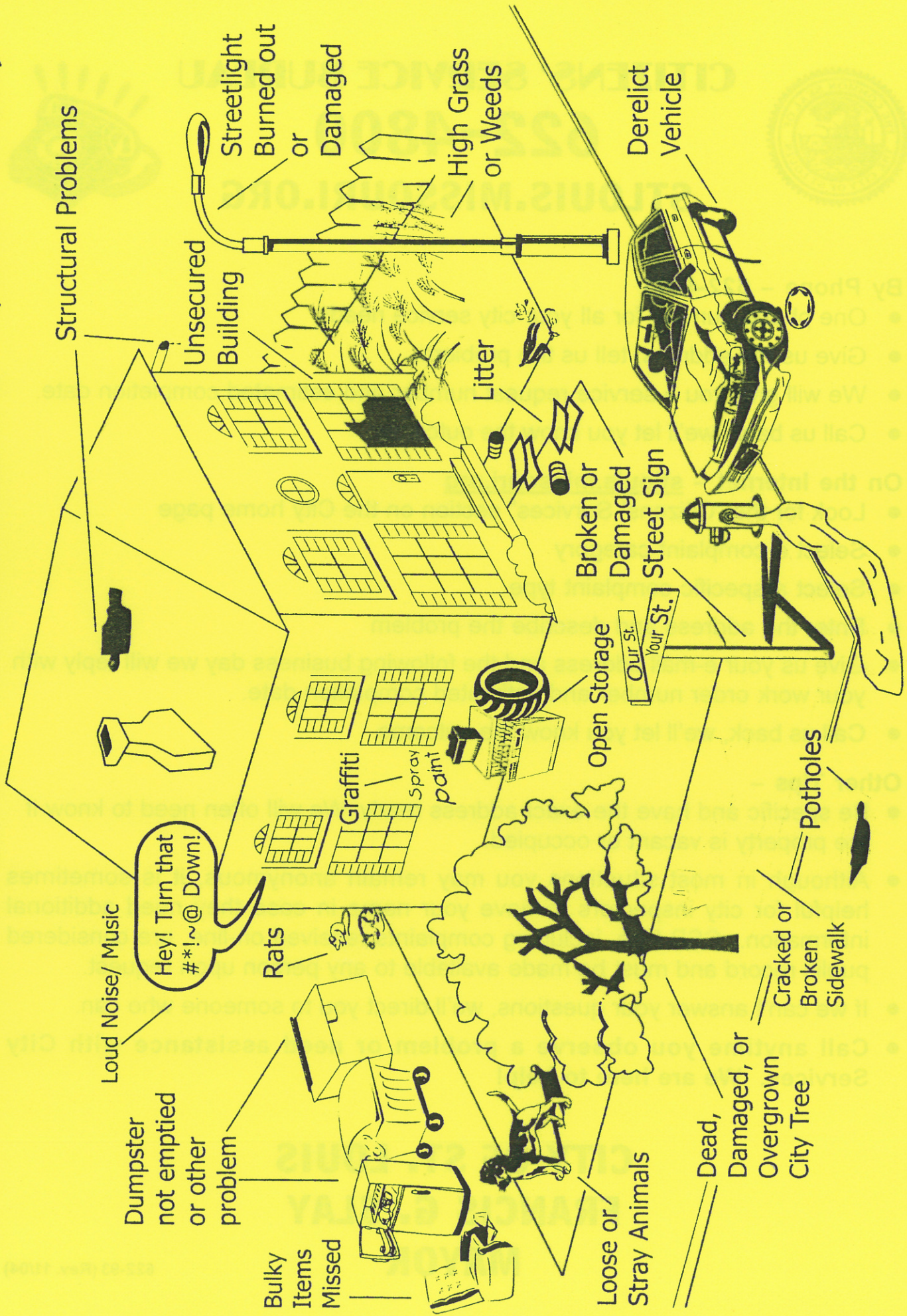
- Look for the "Citizens' Services" section on the City home page
- Select a complaint category
- Select a specific complaint type
- Enter the address and describe the problem
- Give us your e-mail address and the following business day we will reply with your work order number and estimated completion date.
- Call us back, we'll let you know the outcome.

Other Tips –

- Be specific and have the exact address ready. We will often need to know if the property is vacant or occupied.
- Although in most situations you may remain anonymous, it is sometimes helpful for city inspectors to have your name in case they need additional information. CSB files, including complaints received on-line, are considered public record and must be made available to any person upon request.
- If we can't answer your questions, we'll direct you to someone who can.
- **Call anytime you observe a problem or need assistance with City Services. We are here to help!**

CITY OF ST. LOUIS
FRANCIS G. SLAY
MAYOR

When to call Citizens' Service Bureau (622-4800)





INFORENT: A LANDLORD'S GUIDE TO MANAGING RENTAL PROPERTY

INTRODUCTION

By investing in rental property, you are taking on both a large financial responsibility and a large community responsibility. How you manage your property will directly affect the income potential of the property, as well as the neighbors around it.

The contents of this Property Owner's Packet are tools to assist you in managing your rental property. The packet includes:

- A sample application
- Tenant screening tools
- Information on security deposits
- A sample lease and Rules of Conduct for Occupancy, which includes crime-free and drug-free housing language.
- The Nuisance Ordinance

These tools are to assist you as you begin the renting process. Please remember, the more effort you put into tenant screening and the clearer your tenants understand what you require of them in terms of their tenancy, the more likely you are to have a mutually beneficial relationship.

If you are not presently involved in your neighborhood or property owners association, you are encouraged to become involved. Networking with other rental property owners can assist you in dealing with tenant and management issues. To find out information about local neighborhood and property owners associations, contact the Neighborhood Stabilization Team.

Information in this packet is meant as a guide for rental property owners. It is not intended to be, nor should it be understood as legal advice. Always ask the advice of an attorney in legal matters and matters concerning human and civil rights. To view Missouri Landlord / Tenant Law go to:
<http://www.moga.mo.gov/statutes/chapters/chap441.htm>

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<u>ITEM</u>	<u>COLOR</u>
Screening Applicants	Blue
Police Record	Blue
Circuit Clerk's Office Screening Tool	Blue
Security Deposit	Green
Application for Tenancy	Buff
Apartment Lease	White
Inventory and Condition Report	White
Rules of Conduct for Occupancy	Yellow
Keeping Good Tenants	Gold
The Eviction Process	Pink
Lead-Based Paint Disclosure Requirements	Tan
Lead-Based Paint Addendum to Lease	White
Public Nuisance Ordinance #68535	Purple

SCREENING APPLICANTS

1. All prospective tenants should complete an application such as the form that is included in this packet. If you are using a tenant screening company, the tenant should include the processing fee with the application. This non-refundable fee can be applied to the rent of the accepted tenants. All applications should be kept on file for at least three years.
2. Be sure the applicant can show proof of ability to pay rent, i.e., is employed (unless elderly or disabled) or can show other proof of ability to pay.
3. It is illegal to refuse to rent or sell to a person because of race, color, religion, sex, or national origin. You may refuse because of poor references, bad credit, too large a family for the capacity of the residence, or insufficient income to pay rent.
4. Make certain that your applicant is the person that they represent themselves to be. The submission of a fraudulent and misrepresented application is becoming increasingly more common. Be constantly aware of this possibility.

Verify your applicant's identity by asking to see their driver's license. A license is more difficult to fraudulently obtain than I.D. cards. If you have doubts, you may wish to request birth certificates. A Picture I.D. is helpful. They allow you to match the picture to the applicant. Compare names and social security numbers to those offered on the application.

5. Insist on five (5) years of specific residence history. This will afford you the opportunity of more clearly understanding the applicant's previous residential situations. If time lapses exist in the applicant's previous residential history, explore them with the applicant to your satisfaction.

Check with former landlords to see what kind of tenant the applicant was and how long he/she lived there. If the applicant has moved around a lot, find out the reason(s) for the frequent moves. This could be a sign of potential problems. The current landlord may say the applicant is a good tenant just to get rid of them. For this reason, the second or third landlord removed is a good source for accurate information. You should consider a drive by or visit to the present home of the tenant as part of the screening process.

6. Satisfy yourself that the extent and the chronology of the information stated on the application are logical.
7. If the applicant offers you information during the conversation that they have not disclosed on their application, note this information on, or as an addendum to, the application.

8. Criminal record checks may be required by the property owner. If you choose to require the criminal check, you must be sure to require the record check of every applicant. A criminal record check form can be obtained from the St. Louis Police Department's Records Section at Police Headquarters. A sample of this form is shown at the bottom of this page. If you are requesting the record check, then you would select option four (4) on the form. If you have the applicant request the record check, then he/she would select option two (2) on the form. The form must be completed and presented with the **\$9.00 fee** (acceptable in cash, money orders, cashier's checks, or company checks) to...

**Police Headquarters
1200 Clark Street
Room 114
314.444-5541**

Tenant screening companies frequently offer this service for an additional fee.

METROPOLITAN POLICE DEPARTMENT – CITY OF ST. LOUIS						Mail _____
RECORDS SECTION						Pick Up _____
REQUEST FOR RECORD CHECK						DATE _____
(PLEASE PRINT)						
Name _____		_____		Maiden _____		
<i>Last</i>		<i>First</i>		<i>Middle</i>		
Date of Birth _____		Race _____		Sex _____ Soc. Sec. No. _____		
<i>Month</i>		<i>Day</i>		<i>Year</i>		
Address _____		_____		Telephone Number _____		
<i>Number</i>		<i>Street</i>		<i>City</i> <i>Zip</i>		
Please carefully select one of the following types of record checks.						
<input type="checkbox"/> I am an individual requesting my own record for child care and/or nursing care employment purposes as those terms are defined by Missouri State Statute 610.120.						
<input type="checkbox"/> I am an individual requesting my own record for purposes other than those cited above.						
<input type="checkbox"/> I am/represent an entity entitled to closed record information as defined by Section 610.120, RSMo; or am an individual/business having notarized authorization of the above named individual to obtain his/her entire record, to include any closed record information.						
<input type="checkbox"/> I am an individual/business requesting someone else's record. (NO CLOSED RECORD INFORMATION SHALL BE PROVIDED)						
No closed record information shall be released to anyone other than the subject of the record, an individual presenting the subject's notarized authorization or an entity entitled to such information as defined by Section 610.120, RSMo.						
SIGNATURE _____		_____		SOURCE OF I.D. _____		
<i>Individual or Authorized Representative</i>						

MPD FORM REC-88 (R-4) 4/02

9. The Circuit Clerk's office provides a tenant-screening tool for use by landlords and property managers in the form of a public access computer or directly through their website system <http://www.courts.mo.gov/casenet/base/welcome.do>. This self guided Internet accessible system allows you to check for criminal or civil cases (City only) against potential tenants. Below is the type of information available through the use of this system.

***THE CIRCUIT CLERK'S OFFICE PROVIDES
A TENANT SCREENING TOOL
FOR USE BY LANDLORDS AND PROPERTY MANAGERS***

WHERE: Circuit Clerk's File Room
Civil Courts Building (3rd floor)
Tucker and Market Streets
Phone: 622-4923

WHEN: Monday-Friday
8:00a.m.-5:00p.m.

A self-guided computer system at the Circuit Clerk's Office is available to landlords and property managers to check for criminal or civil cases (City only) pending against potential tenants. To begin, type in the last name, first name and middle initial of the tenant. The information will be displayed as follows: (The information used below is for illustrative purposes only and does not reflect an actual case). The computer shows our potential tenant, Darling, Wendy, has a case pending against her by her ex-landlord, Pan, Peter.

Case No.	Last Name, First Name, MI	Plaintiff/Defendant
TRC 812-12345	"Darling, Wendy M.,"	DEF

Case No. 812-12345	"Pan V Darling"	Page 1
Filing Date: 6/21/93	Int In Court	Division Assigned: 27 Pending
Docket Date: 7/19/93	Schedule (To be used by Circuit Clerk)	
Lawsuit Amount: \$600.00 + Interest + Fees + Late Charges		

001 Pan, Peter
Attorney: Hook, Captain John

001 Darling, Wendy M.
234 Tree Top, 2nd floor
Treasure Island, MB 09876

Nature of Action: (Circuit Clerk Coding)- Rent and Possession
Nature of Actions: 01

If there are any questions concerning the use of this computer/website or the information contained therein, please ask for the staff in the Clerk's Office.

SECURITY DEPOSIT

Upon expiration of tenancy, the landlord must deal with the issue of application of the security deposit. For the purpose of this discussion, expiration is deemed to be the date that the tenant vacates the premises, whether the tenant voluntarily moves or is evicted. Within thirty days of the termination, the landlord is obligated to return the security deposit to the tenant, or send a letter to the tenant advising how the deposit has been applied, accompanied by the security deposit balance, if any. The letter to the tenant advising of the retention of the deposit, or any portion thereof, must set forth the purposes for which the deposit was retained (for example, delinquent rent or damages to the unit). The letter must be sent to the last known address of the tenant. If the tenant has moved without advising the landlord of his forwarding address, the landlord should send the letter to the address of the leased premise. Failure of the landlord to send this letter exposes him/her to a suit for not only the security deposit, but also to a penalty equal to the amount of the deposit. The landlord could be liable to the tenant for an amount up to double the security deposit if the letter is not strictly in accordance with the law.

Following is a copy of the Security Deposit Law as written in Chapter 535 of the Missouri Revised Statutes:

SECURITY DEPOSITS

535.300. Security deposit, limitation—return of deposit or notice of damages, when—withholding deposit, when—tenant's right to damages—security deposit defined

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
2. Within thirty days after the date of termination of the tenancy, the landlord shall:
 - (1) Return the full amount of the security deposit; or
 - (2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit. The landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of the tenant.
3. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:
 - (1) To remedy a tenant's default in the payment of rent due to the landlord, pursuant to the rental agreement;
 - (2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; or
 - (3) To compensate the landlord for actual damages sustained as a result of the tenant's failure to give adequate notice to terminate the tenancy pursuant to law or the rental agreement; provided that the landlord makes reasonable efforts to mitigate damages.

4. The landlord shall give the tenant or his representative reasonable notice in writing at his last known address or in person of the date and time when the landlord will inspect the dwelling unit following the termination of the rental agreement to determine the amount of the security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant shall have the right to be present at the inspection of the dwelling unit at the time and date scheduled by the landlord.
5. If the landlord wrongfully withholds all or any portion of the security deposit in violation of this section, the tenant shall recover as damages not more than twice the amount wrongfully withheld.
6. Nothing in this section shall be construed to limit the right of the landlord to recover actual damages in excess of the security deposit, or to permit a tenant to apply or deduct any portion of the security deposit at any time in lieu of payment of rent.
7. As used in this section, the term "security deposit" means any deposit of money or property, however denominated, which is furnished by a tenant to a landlord to secure the performance of any part of the rental agreement, including damages to the dwelling unit. This term does not include any money or property denominated as a deposit for a pet on the premises.

(L. 1983 H.B. 175 § 1)

APPLICATION FOR TENANCY

NAME _____ PHONE _____
MR/MS: _____ NUMBER: _____

SOCIAL _____ DRIVER'S _____
SECURITY #: _____ DATE OF BIRTH: _____ LICENSE #: _____

MARITAL STATUS: ☐ MARRIED ☐ SEPARATED ☐ WIDOWED ☐ DIVORCED How Long? _____ ☐ SINGLE

Spouse's Name _____ Maiden Name _____
(Show former spouse if divorced or separated)

SPOUSE'S SOCIAL _____ SPOUSE'S _____ SPOUSE'S _____
SECURITY #: _____ DATE OF BIRTH: _____ DRIVER'S LICENSE #: _____

PRESENT ADDRESS: _____ HOW LONG? From: _____ To: _____
number street city state zip code

LANDLORD _____ PAYMENT or _____
OR MORTGAGE HOLDER: _____ PHONE #: () _____ MONTHLY RENT: \$ _____

PREVIOUS ADDRESS: _____ HOW LONG? From: _____ To: _____
number street city state zip code

LANDLORD _____ PAYMENT or _____
OR MORTGAGE HOLDER _____ PHONE #: () _____ MONTHLY RENT: \$ _____

PREVIOUS ADDRESS: _____ HOW LONG? From: _____ To: _____
number street city state zip code

LANDLORD _____ PAYMENT or _____
OR MORTGAGE HOLDER: _____ PHONE #: () _____ MONTHLY RENT: \$ _____

CURRENTLY _____
EMPLOYED BY: _____ ADDRESS: _____ PHONE #: _____

POSITION: _____ SUPERVISOR: _____ HOW LONG? From: _____ To: _____

GROSS MONTHLY SALARY: \$ _____

PREVIOUS EMPLOYER (IF IN CURRENT POSITION LESS THAN ONE YEAR)

EMPLOYED BY: _____ ADDRESS: _____ PHONE #: _____

POSITION: _____ SUPERVISOR: _____ HOW LONG? From: _____ To: _____

GROSS MONTHLY SALARY: \$ _____

SPOUSE'S EMPLOYER: _____ SUPERVISOR: _____

ADDRESS: _____ PHONE: _____ POSITION: _____

HOW LONG: _____ MONTHLY SALARY: \$ _____ OTHER INCOME: ☐ YES ☐ NO

SOURCE OF OTHER INCOME: _____

GROSS DOLLAR AMOUNT: \$ _____ PER ☐ YEAR ☐ MONTH

1.	name	relationship	city	state	phone #
2.					

BANK NAME: _____ CHECKING ACCOUNT #: _____
ADDRESS: _____ SAVINGS ACCOUNT #: _____

[illegible]

<i>Auto Make</i>	<i>Model</i>	<i>Year</i>	<i>License No.</i>	<i>Date Purchased</i>	<i>Monthly Payment</i>	<i>Balance Financed by</i>	<i>Account No.</i>

☐ GETTING MARRIED ☐ GETTING DIVORCED OR SEPARATED ☐ NICER APARTMENT ☐ LOWER RENT
☐ ROOMMATE MOVED ☐ LIVING AT HOME ☐ JOB TRANSFER ☐ MOVING FROM ANOTHER AREA

A. HOW DID YOU LEARN ABOUT THIS UNIT? ☐ NEWSPAPER ☐ YELLOW PAGES ☐ SIGN ☐ A FRIEND
☐ OTHER

B. TYPE OF UNIT REQUIRED? ☐ EFFICIENCY ☐ GARDEN ☐ TOWNHOUSE
☐ NO. OF BEDROOMS _____
☐ MONTHLY RENT _____

DATE OCCUPANCY IS TO BEGIN: _____

HUSBAND (NAME/BIRTH DATE):

WIFE (NAME/BIRTH DATE):

CHILDREN (NAME/BIRTH DATE): _____ AGES: _____

OTHER (NAME/BIRTH DATE): AGES:

ADDRESS OF UNIT: _____

Page 2 of 2

APARTMENT LEASE

THIS LEASE is entered into by and between:

_____ as LESSOR and

_____ as LESSEE.

WITNESSETH:

LESSOR does hereby lease the premises described as apartment number _____, located at _____ St. Louis, Missouri, 631____, together with the fixtures, carpeting and appliances therein (referred to herein as the "APARTMENT"), unto LESSEE for a term beginning _____, 20____ and ending on _____, 20____, unless sooner terminated or extended as hereinafter provided.

In consideration whereof, and of the covenants herein expressed and in reliance on statements made on the application for tenancy by LESSEE, it is covenanted and agreed as follows:

1. RENT

LESSEE agrees to pay LESSOR as rent for the Apartment a monthly rate of \$ _____ in advance, due on the _____ day of each month during the term of this lease. All payments for rent shall be made by LESSEE to LESSOR at the following:

In the event any rent hereunder is not paid prior to the _____ day of the month in which rent is due, LESSEE shall be charged and his payments must include an additional \$10.00 (ten dollars) PLUS ONE DOLLAR PER DAY penalty which is deemed to be additional rent. In addition, in the event any rent hereunder is paid by means of a check and such check is returned unpaid for whatever reason, the LESSEE agrees to pay LESSOR promptly upon demand the sum of \$25.00 (twenty-five dollars) as a reasonable amount to defray LESSOR'S administrative and handling expenses caused by a returned check. In addition, LESSEE must immediately replace returned checks with cash, cashier's check or money order **ONLY**. LESSOR'S failure on any occasion to demand payment of daily penalties shall not be deemed as a waiver of the right to demand the above charges on any future occasion.

2. SECURITY DEPOSIT

LESSEE has deposited with LESSOR the sum of \$ _____ to be held by LESSOR as security for the faithful performance and observance by LESSEE of the terms, covenants and condition of this LEASE. It is agreed that in the event LESSEE defaults in respect to any of the terms, covenants and conditions of this LEASE, including, but not limited to, any repairs due to LESSEE damage, cleaning charges, key charges, or any costs from damages or deficiency accrued before or after re-entry by LESSOR, those costs will be deducted from the security deposit. In the event that LESSEE fully and faithfully complies with all terms, covenants and conditions of this LEASE, the security deposit shall be returned to LESSEE without interest within thirty (30) days after the end lease term and after delivery of entire possession of the Apartment to LESSOR.

In the event of a sale of the land and building, LESSOR reserves the right to transfer the security deposit to the new owner and LESSOR shall thereupon be released by LESSEE from all liability for the return of said security, and LESSEE agrees to look to the new LESSOR, solely, for return of said security. If the LESSOR uses all or any part of security to remedy a default on the part of the LESSEE, LESSEE shall deposit with LESSOR the sum of money necessary to replenish the security deposit to the original amount set forth above within ten (10) days demand of such funds.

PET DEPOSIT/PET CLEANING: Animals such as birds, dogs, cats or other animal will not be allowed or permitted in, upon or about the premises without the express written consent of the LESSOR. If such consent has been given, LESSEE will give the LESSOR a pet security deposit in the amount of \$ _____ which will be held by LESSOR as a guarantee that LESSEE will return the premises without damages and in original condition. The LESSEE agrees to allow LESSOR to deduct the full cost of carpet cleaning, pest extermination and air freshener from the deposit. LESSOR reserves the right to inspect LESSEE's apartment for damages that may have been caused by LESSEE's pet(s) and if any damage or unnecessary disturbance has occurred because of pet(s), LESSEE will agree to vacate premises and LEASE will be considered broken.

PET TYPE AND SIZE _____

3. **UTILITIES**

LESSEE shall initiate, contract for and obtain and terminate in its name, all utility services required on the premises, including gas, electricity, cable and telephone connections and services. LESSEE shall pay all charges for those services as they become due. LESSEE is responsible to meet and admit utility representatives into premises. LESSOR may elect to terminate this LEASE if LESSEE fails or refuses to pay the charges for utility services as assessed or incurred.

LESSOR shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of utility services provided for use on the premises, nor shall LESSOR be liable for any injury or damage suffered by LESSEE as a result of the failure to make necessary repairs to the utility facilities.

4. **CONDITION OF PREMISES - MOVE-IN POLICY**

LESSEE has inspected the Apartment and is satisfied with the physical condition thereof, and LESSEE's taking possession of the Apartment shall be conclusive evidence that the same was in good condition and repair unless expressly noted in writing. LESSEE agrees that no representations as to the condition or repair of the Apartment have been made except as herein contained and that no promise to decorate, alter, repair or improve Apartment prior to or during the term has been made, unless expressly provided in this LEASE.

5. **CONDITION OF PREMISES**

LESSEE shall take good care of the Apartment and its fixtures, furniture and furnishings, and shall report promptly in writing to the manager when any equipment or fixture or portion of the Apartment is out of repair. LESSEE shall be responsible for ordinary maintenance and repair of the Apartment, and for upkeep and maintenance of any patios, balconies, wood decks or other areas reserved for the private use of LESSEE. All plate and other glass now in the apartment are at the risk of LESSEE, and if broken, are to be replaced by and at the expense of LESSEE. No alterations, additions or improvements in the Apartment or the building or grounds in the complex of which the apartment is a part may be made by LESSEE without the prior written consent of LESSOR. Any alterations, additions, improvements put in at the expense of the LESSEE shall become the property of LESSOR and shall remain upon and be surrendered with the Apartment as part thereof at the termination of this LEASE. If LESSOR consents to any work, LESSEE shall indemnify and hold LESSOR harmless, against any and all claims, costs, damages, liabilities and expenses (including attorney's fees) which

may be brought or imposed against or incurred by LESSOR in connections with such work. All mechanics liens filed by reason of such work shall be discharged by LESSEE, at his/her expense, within ten (10) days after filing.

LESSEE shall be responsible and liable for any and all injury or damage done to the Apartment or to the building or complex in which the same is located, or the lawns, grounds, trees, shrubbery, sidewalks and complex surrounding the building, or to any and all property of LESSOR or other tenants caused by LESSEE's acts or omission, or by those of LESSEE's family, servants, agents, guests, permittee, invitee, other persons or pets whom LESSEE permits to be in, on or about the Apartment, building or complex, including injury or damage due to the operation, maintenance or control of heating and cooling equipment, appliances, fixtures and LESSEE shall also be liable for damage due to the failure to maintain heat therein to prevent damage to the Apartment. The extent and amount of damages to be charged to the LESSEE shall be determined by the LESSOR and shall be payable on demand by LESSOR. Should LESSOR pay or be required to pay or have expense for any act or omission by virtue of LESSEE's tenancy, or caused by, through or under LESSEE, his family, servants, agents, guests or others, then the same shall be paid by LESSEE as accrued additional rent.

6. ACCESS

LESSOR reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decoration, alterations, or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein. At LESSOR's discretion, LESSOR may retain and use copies of any keys necessary for access to the Apartment within the last 30 days of this LEASE, after default of LEASE by LESSEE or within the 30 days of LESSEE's notified intent to vacate. LESSOR retains the right to show the Apartment for rent with sufficient notice. LESSEE specifically consents that LESSOR may enter the Apartment for the above purposes at times when LESSEE is not present.

7. INSURANCE

LESSEE should and can insure possessions and hold harmless LESSOR for any of his/her possessions in the Apartment or any other part of the building or complex. Any possessions of the LESSEE shall be placed in said Apartment, building or complex at the risk of the LESSEE only.

LESSEE further agrees that LESSOR, its agents and employees shall not be liable for damage to the persons or property of LESSEE or any other person occupying or visiting the Apartment, building or complex, becoming out of repair (as example and not by way of limitation, damage caused by water, snow, ice, frost, steam, sewage, sewer, gas or odors, heating, cooling or ventilating equipment, bursting or leaking pipes, faucets and plumbing fixtures, mechanical breakdown or failure, electrical failure, security services or devices or mail boxes being misused or becoming temporarily out of order or fire), or due to the happening of any accident in or about the building complex or due to any act or neglect of any other tenant or occupant of the building, or any other person.

LESSEE further hereby agrees to fully indemnify, protect, defend and save harmless LESSOR from and against any and all claims, demands, charges, costs, attorney's fees and liability for or relating to any loss, damage, injury or other casualty to persons or property, caused by, growing out of, or injury, or other casualty to persons happening in connection with LESSEE's use or occupancy of the Apartment or LESSEE's use of any equipment, facilities or property in, on or adjacent to the building and complex in which the Apartment is located.

8. **ABANDONMENT OF PERSONAL PROPERTY**

Any personal property of whatever kind left outside the Apartment or left in the Apartment or any storeroom, storage area or garage spaces by LESSEE upon his abandonment or vacation thereof (whether or not at termination of this LEASE) shall be deemed abandoned, and the LESSEE or other owner thereof shall have no further right or claim thereto, and LESSOR shall have the right and option to take possession of such property and sell, destroy, or otherwise dispose of the same.

9. **RULES OF CONDUCT FOR OCCUPANCY**

Any rules of conduct attached to this LEASE shall be a part of this LEASE. LESSEE agrees to keep and observe these rules of conduct and also agrees to keep and observe reasonable rules as may be promulgated by LESSOR or LESSEE's agent for the necessary and proper care of the building and complex, provided such rules do not materially change the terms contained in the body of this LEASE.

10. **DEFAULT**

Default happens if LESSEE:

1. Shall fail to pay the rent or additional rent when due, or
2. Shall default in fulfilling any of the covenants of this lease and said default continues for five (5) days after LESSOR gives notice to LESSEE of said default, or
3. Vacates or abandons the premises, or
4. Shall fail to move in and take possession of the premises within thirty (30) days after the commencement of the term, or
5. Makes any misrepresentation on the Application for Tenancy, or
6. Acquires a petition in bankruptcy filed against LESSEE or a receiver is appointed for any of the said foregoing events, (each of which is a default).

LESSEE's right to possession of the above named premises shall terminate immediately without notice.

In any of the foregoing events, LESSOR may, at its option, give to LESSEE five (5) days written notice expressly stating its intention to end the term of this LEASE and stating the reason therefore, at the expiration of said five (5) days, their term under this LEASE shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the LESSEE will then quit and surrender the LEASED premises to LESSOR, but LESSEE shall remain liable as hereinafter provided:

1. Defaults, which terminates LESSEE's right to possession, or
2. LESSOR exercises its aforesaid option to terminate this LEASE.

11. **HOLDOVER**

Upon any termination of this LEASE, LESSEE or any person holding under him shall yield immediate possession to LESSOR and failing to do so means that LESSEE, or the person under him, shall pay as stipulated rent, a sum equal to twice the rent herein reserved for each day of such withholding. The acceptance of stipulated rent by LESSOR shall not constitute a waiver of its right to re-entry as detailed above.

12. **ATTORNEY FEES**

LESSEE shall pay LESSOR as accrued additional rent, all LESSOR's costs, expenses and attorney's fees pertaining to the enforcement of the covenants and agreements of this LEASE, whether or not suit is filed.

13. **MOVE OUT POLICY**

The following outlines the LESSOR Move Out Policy in addition to the other provisions of this Lease Agreement:

1. All kitchen and bathroom cabinets and drawers are to be cleaned
2. Appliances on the premises are to be cleaned
3. No hooks in ceiling
4. Bathroom fixtures are to be cleaned (tub, toilet, etc.)
5. Carpets on premises to be vacuumed
6. All countertops and sinks to be cleaned
7. All light bulbs and heat lamps are in working order
8. Premises to be inspected by LESSOR or Agent prior to vacating

LESSEE agrees that upon LESSEE's failure to comply with this policy, reasonable charges will be made by LESSOR and deducted from the LESSEE's security and clean-up fund.

14. **RENT PAYMENT - RESERVATION OF RIGHTS**

No payment by resident/LESSEE or receipt by LESSOR of a less amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompany any check or payment as rent be deemed an accord and satisfaction of account and LESSOR's acceptance of such check shall be under protest and with an explicit reservation of rights pursuant to Chapter 400 R.S.

15. **DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, LESSOR and LESSEE agree as follows:

1. LESSEE, any member of the LESSEE's household, or a guest or other person under the LESSEE's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. LESSEE, any member of the LESSEE's household, or a guest or other person under the LESSEE's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. LESSEE or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity; regardless of whether the individual is engaging in such activity is a member of the household or a guest.
4. LESSEE or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. LESSEE, any member of the LESSEE's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of these provisions shall be deemed a serious violation and a material

noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

16. **NOTICES - PUBLIC NUISANCE**

The City of St. Louis has passed a public nuisance ordinance which exists as an effort to aid in stabilizing communities within the City of St. Louis, by establishing a procedure for the abatement of public nuisances on occupied residential and commercial properties. By definition, a nuisance is defined by this ordinance as "a continuing act or physical condition which is made, permitted, allowed or continued by any person or legal entity, their agents or servants or any person or legal entity who aids therein which is detrimental to the safety, welfare or convenience of the inhabitants of the City or a part thereof, or any act or condition so designated by statute or ordinance".

17. **EMINENT DOMAIN**

If any part of the Apartment or building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the term of this LEASE shall cease and terminate as of the date of title vesting in such proceedings or sale, and all rentals shall be paid up to such date and LESSEE shall have no claim against LESSOR nor the condemning authority for the value of the unexpired term of this LEASE. If any part of the land comprising the complex in which the Apartment is located shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the LESSOR shall have the option to terminate the LEASE, which option must be exercised within twenty (20) days after the date of title vesting in such proceeding (or sale) and in such event all rent shall be paid up to such date and LESSEE shall have no claim against LESSOR or the condemning authority for the value of the unexpired term of this LEASE.

18. **ASSIGNMENT, SUBLETTING AND RE-LETTING**

LESSEE shall neither sublet the Apartment nor any part thereof nor assign this LEASE nor permit by any act or default of him/herself or any transfer of LESSEE's interest by operation of law, nor offer the Apartment or any part thereof for lease or sublease except with the prior written consent of LESSOR. In the event LESSOR shall consent to such, a new Lease may be required.

19. **SUBORDINATION OF LEASE**

This LEASE is not to be recorded and is subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it) upon which the Apartment and building are situated and to all advances upon the security of such deeds of trust and mortgages.

20. **PARKING**

LESSOR reserves the right to regulate or prohibit the use of all type vehicle parking at or upon the Apartment or the building or the complex of which the Apartment forms a part or private streets therein and to specify use thereof. Unauthorized parking may be terminated by LESSOR at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, after notice of said removal shall have been conspicuously attached to the vehicle or property for a period of seven (7) consecutive days. It is agreed that neither LESSEE nor anyone for, through or under him may permit or request any vehicle over one and one-half tons gross weight to come in or upon the private streets or grounds of LESSOR without prior written consent therefore from LESSOR. Overnight parking of trucks, boats, trailers, or any type of vehicle other than an automobile, specific prior written permission shall be obtained from LESSOR.

21. **FIRE AND CASUALTY**

If the Apartment is damaged by fire or casualty, but is only partially damaged and is inhabitable, then at LESSOR's option this LEASE shall continue without abatement or apportionment of rent, and LESSOR shall repair the damage as soon as reasonably and commercially practicable. If the Apartment is destroyed or damaged by fire or casualty not caused by LESSEE and is rendered uninhabitable or continued occupancy would be illegal, LESSEE may immediately vacate the Apartment and notify LESSOR in writing within five (5) days thereafter of this intent to terminate, in which case this LEASE shall terminate as of the date of vacating.

22. **MISCELLANEOUS**

In all references to LESSEE herein, the singular shall be deemed to include the plural and the masculine, the feminine. Where this LEASE is signed by more than one person as LESSEE, all such persons shall be jointly and severally liable for the payment of rent and any additional rent and the performance of all covenants and agreements to be kept by LESSEE hereunder.

If any provisions of this LEASE shall be declared invalid or unenforceable, the remainder of the LEASE shall continue in full force and effect.

No oral agreements, statements, representations, understanding or promises, if any, by anyone made, from any source, or relied upon by any party hereto, shall affect, alter or modify any terms or provisions herein and only those writing signed by all the parties hereto shall be a part hereof.

Each party acknowledges that he has read this LEASE and agrees to the terms herein contained.

The laws of the State of Missouri shall govern the rights and obligations of the parties to this LEASE.

23. **LEASE BINDING ON HEIRS, ETC.**

All the covenants and the agreements of this LEASE shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LESSOR AND LESSEE.

24. **HOLD-OVER RENEWAL**

The failure of the LESSEE to notify LESSOR in writing (in manner herein provided of intention to vacate and terminate this LEASE) prior to one month of the expiration or extended expiration date hereof, then in that event this LEASE shall be automatically renewed and continued under the same terms and conditions for like terms as originally set out except the now provided monthly rental thereof shall be increased by _____ over the current rental rate, and the term of Lease shall be continued by one (1) year.

If LESSEE notifies LESSOR of intention to vacate and/or surrender LEASED premises, or not to renew LEASE, and LESSEE fails to vacate or surrender possession at said effective date set out therein, LESSOR may at its option treat such as a renewal of this LEASE for like period (as if no notice given) and LESSEE shall pay expense or damages suffered by LESSOR by virtue of said notice, relying upon, or based upon said notice, and LESSEE agrees to defend and hold LESSOR harmless therefore. Rent shall be doubled for each day LESSEE holds over after effective date of notice to terminate.

Notwithstanding anything to the contrary appearing above, LESSOR may by letter to LESSEE notify him that the LEASE will not be renewed, by at least one month's notice prior to any expiration date.

ATTACHMENTS TO THIS LEASE AGREEMENT: The attached listed below are covenants to and considered as a part of this Lease Agreement:

1. *Rules of Conduct for Occupancy to be Observed in the Use of the Premises Leased Therein* as published by and provided by the City of St. Louis.
2. *Disclosure of Information on Lead-Based Paint Hazards*
3. _____
4. _____
5. _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER AFFIXED THEIR SIGNATURE ON THIS _____ DAY OF _____, 20__.

Please print the names of every person occupying and residing in this residence. Have any and all adults sign showing they have read and understand this Lease Agreement. For minor children, list their date of birth in the signature space.

Lessee 1 _____ Signature _____

Lessee 2 _____ Signature _____

Lessee 3 _____ Signature _____

Lessee 4 _____ Signature _____

Lessee 5 _____ Signature _____

Lessor _____ Signature _____

Witness 1st _____ Signature _____

Witness 2nd _____ Signature _____

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[illegible]

10/2/23

[illegible]

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BATH#2

Walls _____

Ceiling _____

Formica/Tile _____

Cabinets _____

Fixtures _____

Windows _____

Doors _____

Screens _____

Tub/Shower Enclosure _____

BEDROOM#1

Walls _____

Ceiling _____

Floor _____

Carpet _____

Drapes _____

Blinds _____

Lt. Fixtures _____

BEDROOM#2

Walls _____

Ceiling _____

Floor _____

Carpet _____

Drapes _____

Blinds _____

Lt. Fixtures _____

Screens _____

Other _____

BEDROOM#3

Walls _____

Ceiling _____

Floor _____

Carpet _____

Drapes _____

Blinds _____

Lt. Fixtures _____

Screens _____

Other _____

BEDROOM#4

Walls _____

Ceiling _____

Floor _____

Carpet _____

Drapes _____

Blinds _____

Lt. Fixtures _____

Screens _____

Other _____

The undersigned have inspected the unit and agree that this report is an accurate report of the condition of the unit for purposes of determining the extent of tenant-caused damages, if any.

MOVE-IN:_____
Tenant_____
Date_____
Owner/Agent_____
Date**MOVE-OUT:**_____
Tenant_____
Date_____
Owner/Agent_____
Date

RULES OF CONDUCT FOR OCCUPANCY

TENANT NAME: _____

ADDRESS: _____ APT. #: _____

These rules and regulations have been adopted to secure your comfort and safety, while maintaining a quality living environment.

1. COURTESY

Profane, obscene, loud or boisterous language, or unseemly behavior and conduct are absolutely prohibited. The tenant is responsible for himself/herself and those under his/her control, not to do or permit to be done, anything that will annoy, harass, embarrass, disturb, or inconvenience any of the other tenants, neighbors or occupants in adjoining premises.

2. SUSPECTED ILLEGAL ACTIVITY

Illegal activities on the premises will not be tolerated. In the opinion of the property owner, any activity of a suspicious nature on the part of the tenant, or any of the employees, guests or family members of the tenant in the leased premises, or any areas adjoining the premises, shall be cause for immediate termination of the lease. This shall include any arrests on the part of the tenant, or guests of the tenant or suspicion of any illegal activity, regardless of whether a conviction results. Reports to the property owner of suspicion of illegal activity on the part of the tenant, or any guest of the tenant, will be reported by the property owner to the police.

3. DRUG-FREE HOUSING

At no time will drug-related criminal activity, meaning the manufacture, sale, or distribution of a controlled substance, be tolerated on or near the property premises on the part of the tenant or any member of the household, anyone under the control of the tenant, guest or any other person. Further, any activity such as acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near property premises will not be tolerated. Violation of any or all of these provisions shall be a material violation of the lease and good cause for immediate termination of the lease.

4. LOITERING AND USE OF PUBLIC AREAS

No person shall congregate, lounge, play, sit, obstruct or unnecessarily tarry upon, within, or about any of the entrances, halls, passageways, stairs, or porches. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the leased premises. NO baby carriages, vehicles, bicycles, or portable barbecues shall be allowed to stand in the halls, passageways, porches, or courts of the building. Children shall not play in the public halls or stairways.

5. NOISE

Tenant shall not make or permit any disturbing noises in the building by tenant or tenant's family, employees, agents, visitors, or licensees, nor permit anything by such persons that will interfere with the rights, comforts or convenience of other residents. Residents shall not play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated audio-visual equipment in the leased premises, or on the exterior of said premises, if the same shall disturb or annoy other occupants of the building.

6. MOVING AND/OR DAILY MOVEMENT

All goods, provisions, merchandise, furniture, trucks, boxes, bicycles, and baby carts shall be brought into and taken from the premises through the rear entrance only, when possible, and none of the same shall be permitted to remain in the general halls, entrances, or porches.

7. SIGNS

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by tenant or tenant's family on any part of the outside or inside of the leased premises or the building without prior written consent of the property owner.

8. EXTERIOR

Nothing shall be placed or kept on the outer sill or on the outside of any window, and nothing shall be thrown out of any window, door, or from any porch into any attached court, yard, sidewalk, or alley. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the leased premises, without prior written consent of the property owner. Garbage cans, supplies, milk bottles, or other articles shall not be placed in the halls, or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the windowsills. No linens, clothing, curtains, rugs, or mops shall be shaken or hung from any of the windows or doors.

9. ANIMALS

Birds, dogs, cats, reptiles, or other animals will not be permitted in, upon, or about the premises without the express prior written consent of the property owner. Consent, if given, shall be revocable by the property owner at any time.

10. CENTRAL HEATING PLANT

Only persons employed by the property owner or his agents shall operate, or have anything to do with any heating plant on the premises. The tenant shall not install or use any electrical or other type of space heater without the express prior written consent of the property owner. The tenant shall not use cooking appliances to heat the premises.

11. FILTERS, HEATING AND COOLING MAINTENANCE

Lessor provides routine heating and cooling checks and changes of furnace filters. Property owner reserves the right to access during normal business hours to conduct routine, preventative maintenance on heating and cooling plants.

12. PET CLEANING AND PET DEPOSIT

Property owner reserves the right to require a \$ _____ pet deposit. Tenant agrees to allow property owner to deduct the full cost of carpet cleaning, pest extermination and air freshener from the deposit. Tenant agrees to return apartment and yard without damages and in original condition. Property owner reserves the right to periodically inspect tenant's apartment and if any damage has occurred, tenant agrees to immediately vacate premises and the lease shall be terminated.

13. KEYS

The tenant shall not change, reproduce or add any keys and/or locks without the express prior permission of the property owner. The tenant shall provide the property owner with copies of every key for the tenant's apartment.

14. FEE FOR LOST KEYS

If the tenant shall lose the keys to the apartment, then he shall be responsible for a fee of \$ _____. In addition to cost of replacement keys or locksmith charges.

15. WATER BEDS, FISH TANKS, AND OTHER LARGE LIQUID CONTAINERS

Water beds or fish tanks or other liquid containers over 10 gallons in capacity shall not be allowed in the apartment without express prior written consent of the property owner. If consent is provided, tenant shall be fully responsible for any water damage that may occur to the premises.

16. GARBAGE

No garbage or other refuse shall be stored or allowed to accumulate on the premises for extended periods of time. No garbage shall be thrown out of windows, doors, or from any other part of the property. All garbage and refuse shall be disposed of in a timely manner in dumpsters and places provided by the City of St. Louis.

17. REPAIRS

Tenant agrees to notify property owner immediately of any items, which will require work of any type within the apartment or in the building.

18. ALTERATIONS

No alterations, modifications or painting may be done to the apartment, to include without limitation, the walls, ceilings, floors, radiators, or woodwork without the prior written consent of the property owner. The tenant shall not mark, drill into, or in any way deface any part of the premise or the building of which they occupy. No binding, cutting, or stringing of wires shall be permitted, except with the prior written consent of the property owner, and except as property owner may direct. If the tenant should do so without such consent, the tenant will be obligated to the property owner for the cost to return the apartment to its original condition.

19. OCCUPANCY

Only occupants listed on the application for tenancy and lease shall occupy the apartment. Any deviation from this rule shall automatically terminate the lease/rental agreement.

20. CLEANING AND DAMAGE DEPOSIT

A \$ _____ cleaning charge may be deducted if the apartment is not returned clean, including appliances and carpet. Other repair, painting, or damage charges may be deducted from deposit. If the tenant signs a lease and in less than one year any painting, carpet cleaning, or other cleaning must be performed by the property owner, the tenant will be responsible for these aforementioned services.

21. LOCKOUT

In the event that the tenant locks themselves out of their apartment, they may obtain a key from the property owner at a time convenient to the owner. Any damage to the property as a result of a lockout must be paid for by the tenant.

22. ANTENNAS

Any antennas placed or attached on the roof or exterior walls of the building without consent of the property owner in writing is liable to removal without notice.

23. PLUMBING

The water closets, wash basins, sink, disposal, and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweeping, rubbish, rags or other substances shall be thrown therein. Any damages from the misuse of fixtures in the leased premises shall be borne by the resident. The tenant shall keep the sink and lavatory drains and commode lines in good operation condition.

24. COMBUSTIBLE AND PROHIBITED SUBSTANCES

Neither the tenant nor any of the tenant's agents, employees, licensees or visitors shall at any time bring into or keep upon the leased premises any flammable, combustible or explosive fluid, material, chemical or substance.

25. LIGHT BULBS

Before occupancy of the apartment, all light bulbs will be installed and in good working order. Thereafter, tenants are required to provide and change all bulbs within their apartment or switch controlled from within their apartment, no matter where located, at their own expense.

26. SPECIAL AGREEMENTS (as written below):

Tenants and guests shall observe all rules and regulations which may be hereafter set forth by the property owner in reference to the use of the premises leased/rented here, in addition to these rules and regulations set forth herein. Property owner reserves the right to amend or revoke any of these rules or regulations, in whole or in part, or to adopt new ones, at anytime or from time to time, and all such amendments, revocations, or new rules shall become a part of this lease/rental agreement as of their effective date.

Violation of these rules and regulations, or any part of them, by the tenant will be just cause for the property owner to invoke the remedies enumerated in the lease/rental agreement in regard to these rules and regulations. Any notice as to amending or revoking any of the rules and regulations in whole or in part, or to adopt new ones, shall be effective upon notice of same being sent to the tenant by the property owner in the form as set forth in the lease/rental agreement for serving of notices by property owner or tenant, or may in addition thereto become effective upon the date same are posted at or near the place set up for the mail boxes in the apartment building in which the leased premises are a part.

Please sign your name in the space provided below as an indication that you have received a copy of the aforementioned rules and regulations, and that you have reviewed and understand them.

TENANT: _____

DATE: _____

KEEPING GOOD TENANTS

1. Rules and regulations are included in this packet. They have been developed with property owners such as you. These rules and regulations are referenced in the body of the lease that is also included in this packet. The tenant and the property owner should discuss the rules and regulations at the time the apartment is leased. The tenant and property owner should initial each of the rules and regulations and then, the tenant(s) should sign and date the last page signifying they have read and understand the rules and regulations. A copy is given to the tenant to take home with him/her along with a copy of the lease.
2. An important requirement is that all individuals occupying the unit be listed on the lease. Occupancy by anyone other than those listed is a violation of the lease and cause for notice to vacate and/or eviction.
3. A check sheet called the *Inventory and Condition Report* form should be completed with the new tenant before they move in. A completed copy of this form should also be given to the tenant to keep. At the time the tenant moves out, the move out condition should be completed with the tenant. An Inventory and Condition Report form is provided in this packet.
4. Well-kept property will attract good tenants. They will be happy to pay an extra \$5-\$10 a month for a well-maintained apartment or for additional improvements. You will be able to know immediately if the tenant is treating your property roughly and causing damage. If this occurs, ask them to move and if they don't, take legal action.
5. When repairs are necessary, they should be made quickly. Tenants should not have to wait weeks for correction of problems. Rules regarding problems such as stopped up toilets and drains that are caused by the tenant are covered in both the rules and regulations and the lease included in this packet.
6. Provide your tenants a safe home. Good lighting on the exterior of the building at the front and rear entrances, on walkways along the side of the building, and on parking areas should be in place and in working condition at all times. Common doors should be kept locked and accessible only to the tenants. Rear yards should have grass and should be fenced.
7. Provide your tenants an attractive home. When given a choice between identical apartments on the block, the good tenant will prefer to live in a building where the apartment has been freshly painted and there is a well-maintained lawn and landscaping. Frequently, tenants will wish to plant and maintain flowers. These extra touches can amount not only to happier tenants who stay, but they improve property values. Well-maintained property sends a clear message that the owner and the tenants care about quality of life. Quality tenants will be attracted to your property.

THE EVICTION PROCESS

This information is not intended as a substitute for personal legal advice. It is recommended that you always consult an attorney before initiating legal proceedings.

When good tenant screening and management techniques are practiced, landlords rarely have to consider eviction when problems arise. When the landlord has a good relationship with their tenant and has effectively communicated with them regarding payment of rent and appropriate behavior; problems can usually be resolved without the need for legal action. There are situations in which an eviction suit is necessary.

A landlord must have a court order to evict a tenant, despite any provisions in the lease. There are two types of lawsuits that a landlord may file against a tenant:

- **Suit for Rent and Possession**
- **Unlawful Detainer Suit**

Components of the lawsuits:

- **Filing suit:** In the City of St. Louis a suit is commenced by filing a complaint with the Circuit Clerk's office located on the 1st floor in the Civil Courts Building at 10 North Tucker.
- **Petition/Complaint:** A written application to the court stating the facts and reasons for the lawsuit and asking for relief.
- **Summons:** A notice that is sent to the tenant advising them of the lawsuit and instructing them to appear.
- **Court date:** The date the parties are to appear in court. The clerk will advise the landlord of the court date at the time the suit is filed.
- **Judgment:** Decision of the judge after the trial where both parties have had an opportunity to present their evidence.
- **Consent judgment:** A written agreement between the landlord and the tenant to end the lawsuit that is signed by the judge.
- **Default judgment:** A judgment entered in favor of one party because the other party fails to appear in court.
- **Right to Appeal:** The losing party has ten (10) days from the date of the judgment to appeal.

Rent and Possession:

Section 535.020 R.S.Mo outlines the procedure to be followed in a suit for rent and possession. A suit for rent and possession is appropriate when the landlord wants to regain possession of the property because the tenant has not paid their rent.

- Available to a landlord after a tenant fails to pay rent
- Landlord must make a demand for payment prior to filing suit

Unlawful Detainer:

Section 534.030 R.S.Mo governs the process for an unlawful detainer suit. This type of suit is usually brought after the tenant refuses to move out after the lease ends or when the tenant does not move out after the landlord gives proper notice to end the lease or there is a violation of the lease. Before a suit can be initiated the landlord is required to give written notice to terminate under R.S.Mo.441.060.

- Available to landlord to remove holdover tenants or tenants in violation of their lease
- Landlord must give tenant at least one full month's notice starting from the next date the rent is due.

Expedited Eviction:

Sections 441.710-441.880 R.S.Mo provides for expedited eviction when emergency conditions exist, criminal drug activity occurs, or previously barred persons enter the premises.

Lead-Based Paint Disclosure Requirements

On March 6, 1996, The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) published a final rule, *Requirements for Disclosure of Known Lead-Based Paint and/or Lead-Based Hazards in Housing* (61FR9064-9088). **This final ruling requires persons selling or leasing most residential housing built before 1978 to provide to the purchasers and renters with a federally approved lead hazard information pamphlet and to disclose known lead-based paint and/or lead-based paint hazards.** Approximately one-year grace period was given to property owners and managers to get familiar with the requirements of the ruling. Currently the federal legislation is being aggressively enforced through federal and local inspections. Failure to show documentation proving disclosure of lead-based paint or lead-based hazards has resulted in civil suit and fines as high as \$60,000.

In order to comply with the federal legislation, all landlords or their management companies need to follow these required measures:

1. Utilize the form provided (next page), complete the *Disclosure of Information on Lead-Based Paint Hazards Addendum*, keeping a copy for your files, as well as providing the lessee with a copy of the signed form.
2. As noted in the Addendum, prior to signing the lease, disclose any existing lead-based paint that applies to the unit under consideration. Provide lessee with copies of all reports. If the report is excessively lengthy, a summary of all relevant information may be provided for clarity, however, a full copy must be on-hand for the lessee if requested.
3. Provide the lessee with the EPA pamphlet, *Protect Your Family From Lead in Your Home*. This pamphlet may be freely reproduced, however it must be administered to the tenant in its entirety. This pamphlet is available by calling the National Lead Information Center at 1-800-424-LEAD (5323) and requesting a copy to be mailed to you, on the Internet at the following website address: <http://www.epa.gov/lead/pubs/brochure.htm> or in most paint supply stores.
4. **EPA Lead-Safe Certification Program:** EPA regulations now mandate that any contractor or maintenance staff, from plumbers to electricians to painters, who disturbs more than six square feet of lead paint, replaces windows or does any demolition while working in a pre-1978 home, school or day-care center, must now be Lead-Safe Certified and trained in lead-safe work practices. **For more information, visit the EPA's website at <http://www.epa.gov/getleadsafe> or call 800-424-LEAD (5323).**
5. **At any time the terms of the lease change, another disclosure form must be completed for your files, and provided to lessee.**

ADDENDUM TO LEASE
Disclosure of Information on Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

A. Presence of lead-based paint and/or lead-based paint hazards {check (i) or (ii) below}:

_____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing.
Explain: _____

_____ (ii) Lessor has no knowledge of lead-based paint/or lead-based paint hazards in the housing.

B. Records and reports available to the seller {check (i) or (ii) below}:

_____ (i) Lessor has provided Lessee with all available records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

C. _____ Lessee has received copies of all information listed above.

D. _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (initial)

D. _____ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Property Address

initial _____

initial _____

Public Nuisance Ordinance #68535

This ordinance exists as an effort to aid in stabilizing communities within the City of St. Louis, by establishing a procedure for the abatement of public nuisances on occupied residential and commercial properties.

By definition, a nuisance is defined by this ordinance as “a continuing act or physical condition which is made, permitted, allowed or continued by any person or legal entity, their agents or servants or any person or legal entity who aids therein which is detrimental to the safety, welfare or convenience of the inhabitants of the City or a part thereof, or any act or condition so designated by statute or ordinance”.

A public nuisance exists when a property is used for **one** or more of the following incidents within the previous 12 months:

- Illegal sale, manufacture, storing, possession, distribution or use of narcotics or other controlled substances or precursors;
- The illegal sale, manufacture, storing, possession, distribution or use of drug paraphernalia or precursors;
- Illegal sale, storing, possession, use or distribution of a firearm(s), weapons or explosive devices.

A public nuisance exists when a property is used for **two** or more incidents within a 12 month period for the following:

- Prostitution;
- Illegal gambling;
- Illegal sale, distribution or consumption of alcoholic beverages;
- Violation of municipal, state or federal business licensing regulations;
- Commission of any offense which is punishable by imprisonment of ninety days or more;
- Maintaining or permitting a condition or engaging in an activity which unreasonably annoys, injures or endangers the safety, health, morals or repose of any inhabitant of the City of St. Louis or a part thereof;
- Making a false report of a violation of the law to any police officer or other officer of the law in person, or from any police alarm or call box, or over the telephone or radio, or by improper use of Emergency 911, or by any other means of communication;
- Any other condition or activity that may constitute a felony, misdemeanor or ordinance violation under federal, state or municipal law which is detrimental to the safety, welfare or convenience of the inhabitants of the City of St. Louis or a part thereof.

When any property as defined above is determined to be a public nuisance per this ordinance, the owner or controller of the property will be sent a Cease and Desist Letter, giving the property owner or controller thirty (30) days in which to set forth reasonable abatement measures. Owner occupants or tenants must immediately cease all nuisance behavior. Failing to do so may result in owner occupants or tenants of residential buildings receiving a summons for “engaging in a

nuisance” or “maintaining a nuisance.” Any owner of residential or commercial unit(s) who does not abate the nuisance within the 30 day period shall be issued a summons for “failure to abate a nuisance.” A defendant who is found guilty or pleads guilty to a nuisance offense shall be subject to a fine between \$100 and \$500, or any other penalty available by law, including up to 90 days in jail. A defendant found guilty or who pleads guilty of a second nuisance offense, shall be subject to a fine between \$200 and \$500, or any other penalty available by law, including up to 90 days in jail. A defendant found guilty or who pleads guilty of a third or subsequent offense, shall be subject to a fine of \$500, or any other penalty available by law including up to 90 days in jail.

The opportunity exists for a property owner to meet with the nuisance team to share what abatement measures are being enacted and to get suggestions as to how to avoid repeat nuisance activities. Such meetings are normally set up at the time when a Cease and Desist letter is issued to a property owner.

Failure to abate a public nuisance could result in an Administrative Hearing, which could result in the problem property or problem unit of a property being closed and boarded for a period of up to one year. If a property owner fails to comply with an order from the Administrative Hearing Officer under this ordinance shall be a violation of this ordinance and any person who fails to comply with such an order shall be subject to a fine of between \$100 and \$500 for each day the court finds such person to be in noncompliance. In addition to a fine, the court may sentence such person to not more than 90 days in jail.